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07-11

AGREEMENT

between

THE BOARD OF EDUCATION

OF THE TOWN OF ORANGE, IN THE COUNTY OF ESSEX

Orange Board of Education and
THE ORANGE CUSTODIAN AND MAINTENANCE ASSOCIATION

for the

CONTRACT YEARS

X 1981-1983

LIBRARY
Institute of Management and
Labor Relations

OCT 2 1981

RUTGERS UNIVERSITY

PREAMBLE

This agreement is made and entered into on this 1st day of July 1981 by and between the BOARD OF EDUCATION OF THE TOWN OF ORANGE, IN THE COUNTY OF ESSEX, a body corporate (hereinafter referred to as the "BOARD"), and THE ORANGE CUSTODIAN AND MAINTENANCE ASSOCIATION, a body corporate (hereinafter referred to as the "Association"), witnesseth:

WHEREAS, the Board and the Association desire and intend to negotiate in good faith the terms and conditions of employment existing between the Board and the representatives of the Association, as required by the Laws of the State of New Jersey, particularly Chapter 123, Public Laws 1974; and

WHEREAS, both parties have agreed to comply with all of the terms, conditions, and covenants contained in this Agreement:

NOW, THEREFORE, in consideration of the full and faithful performance by each of the parties hereto all of the terms, conditions, and covenants herein contained, it is hereby agreed and understood between the Board and the Association, as follows.

ARTICLE I

Principles

Section 1 This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Schedule "A" attached hereto and made a part hereof.

Section 2. Despite reference herein to the Board of Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

Section 3 The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE II

Recognition

- Section 1 The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classifications set forth in Schedule "A" attached hereto and made a part hereof.
- Section 2 Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and reference to male employees shall include female employees.

ARTICLE III

Negotiation Procedure

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Law 1974. Such negotiations shall begin not later than November 15, 1983.

During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Copies of the budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

ARTICLE IV

Grievance Procedure

Definitions

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

An "aggrieved person" is the person or persons making the claim.

The "parties of the grievance" are:

The person or persons making the grievance
The person or persons representing the
aggrieved individual or individuals

The person or persons to whom the grievance applies

The person or persons who are representing the
individual or individuals against whom the
grievance is presented.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting custodians and maintenance employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriated at any level of the procedure.

Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may, therefore, be reduced or waived by mutual consent.

Grievance Procedure - Continued

Level One. An employee submitting a grievance shall first discuss it with his Principal or subordinate administrator, either directly or through the Associations' designated representative, with the objective of resolving the matter informally. If the person or persons to whom the grievance applies is an administrator above the Principal level, the employee should discuss the grievance with such administrator.

Level Two. If the aggrieved person or persons is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the School Business Administrator.

Level Three. If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the School Business Administrator, the aggrieved person or persons may within five (5) school days thereafter request in writing that the Chairman of the PR&R Committee submit his grievance to the Board of Education.

Time limits at any level of procedure may be waived by mutual consent.

Miscellaneous

All meeting and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

ARTICLE V

Employee Rights

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations.

The terms, "eligible employees" or "eligible employee" herein, shall mean those persons covered by this Agreement.

There shall be no discrimination, interference, restraint, or coercion by the Board or of its agents or representatives against any eligible employee because of his membership in the Association or because of any lawful activities by such employee on behalf of the Association; and the Association, its members and its agents shall not discriminate against, interfere with, restrain, or coerce any employees who are not members of the Association; it shall not solicit membership in the Association, or payment of dues during working hours.

Eligible employees have the right to expect to be informed about matters which could affect their employment.

No employee shall be prevented from wearing pins or other identification of membership in the Association. Such insignia, however, shall be of reasonable size and shall note only identification of membership.

Employees shall not be required to drive students in their own automobiles.

ARTICLE VI

Association Rights and Privileges

Representatives of the Association, the New Jersey Education Association, and the National Education Association may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school operations. The School Business Administrator shall be given reasonable notice in advance of the time and place of all said meetings. No meeting shall be held without prior approval of the School Business Administrator, which approval shall not be unreasonably withheld.

The Board shall provide at each building, a bulletin board which may be used for official Association business.

The Association shall have the right to use the inter-school mail facilities and school mail boxes.

ARTICLE VII

Hours of Work

Section 1 The regular work week shall be Monday through Friday as follows: Day custodial 7:30 - 4:30 with one (1) hour off for lunch period --- Maintenance 8:00 - 4:30 with one (1) hour off for lunch period --- Summer Employment 8:00 - 4:00 for all men with one (1) hour off for lunch period. Half ($\frac{1}{2}$) hour per day (15 minutes in the morning and 15 minutes in the afternoon) for coffee breaks.

The Board reserves the right to schedule personnel on staggered shifts governed by Articles VIII and IX of this contract. Any shift which includes 6:00 p.m. shall be considered evening work which will increase employee's pay by a 10 per cent differential. All evening work will be eight hours (8) including supper hour.

Section 2 The hourly rate will be determined on the basis of 22 days per month as dictated by federal wage and hour policy.

Each paid holiday or paid absence shall be credited as regular hours for the purposes of overtime rate. All hours over basic hours in any week shall be paid at the rate of $1\frac{1}{2}$ times the hourly rate. Saturdays - $1\frac{1}{2}$ times the hourly rate. Sundays - 2 times the hourly rate. Holidays - the hourly rate.

Section 3 Any employee called in for overtime employment will be guaranteed two hours' overtime pay. (This does not include a continuation of a work shift.)

Overtime will be assigned by the head custodian of a building in an equitable manner.

In each building the head custodian will maintain a posted roster of custodians providing for a rotating assignment of overtime.

Any custodian refusing two consecutive assignment, based on his/her place in the rotation system, shall be by-passed for overtime consideration for ten work days following date of second refusal.

ARTICLE VII
Hours of Work

Section 4 Maintenance employees who desire to work overtime in general work areas shall be selected on rotating basis as per Section 3.

Specialist work shall be covered by personnel in their expertise areas.

ARTICLE VIII

Transfer and Reassignment

- Section 1 An employee desiring transfer to another assignment shall make his request in writing to the proper administrator. Consideration shall be given to the individuals requesting transfer when positions become available. Seniority and competency will be considered in all assignments.
- Section 2 Whenever possible, transfers shall be made on a voluntary basis. Involuntary transfers shall be the last recourse, only when and if the best interests of the school system are served.
- Section 3 The School Business Administrator shall discuss the transfer with the employee and/or his representative and shall make the final assignment in writing.

ARTICLE IX

Vacancies and New Positions

Section 1 Notice of all vacancies of employment covered by this contract shall be posted in each school by the School Business Administrator when an official Board action fills a position or creates a new position within the school system.

Section 2 All notice shall be posted for ten (10) days and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work day posting period to be considered for the vacancy or new position.

Wherever possible the notice shall state the name of the job and a short description of the same, and shall be posted at all work stations.

Section 3 All applicants for vacancy or a new position shall be given consideration and the courtesy of an interview by the appropriate administrator and a written reply to their application.

ARTICLE X

Sick Leave

- Section 1 Sick leave is hereby defined to mean absence from duty of any employee because of personal disability due to illness or injury, or because he has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- Section 2 All employees shall be allowed sick leave with full pay in accordance with the following schedule. Sick leave may be accumulated without limit in accordance with the provisions of State law governing accumulation of sick leave allowance for persons holding any full-time employment in the school district.

ALLOWANCE FOR PERSONAL ILLNESS

One (1) day for each month in the first year.

Twelve (12) days per year after the first year.

After 10 years of service, sick leave in excess of the above shall be at the discretion of the Board.

- Section 3 Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence exceeds five days, a doctor's medical report must be filed.

ARTICLE XI

Excused Absences

Death in Family

In case of death of the father, mother, husband, wife, child, sister, brother, mother-in-law or father-in-law of an employee such employee will be excused for a period up to five consecutive days to attend funeral of such deceased kin.

In case of death of the grandchild, grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law, such employee will be excused for a period up to three consecutive days to attend funeral of such deceased kin.

In case of death of an uncle, aunt, nephew, niece or cousin, one day absence will be allowed to attend funeral.

Excused Absences for Personal Reasons

If, for personal reasons, or for religious observance, a day's absence is necessary, an employee may be excused from his duties upon notice to the administrator concerned, subject to operational needs and considerations. Notice will be submitted at least one day before the requested absence unless an unanticipated emergency occurs which precludes such notice.

"Personal reasons" as herein defined is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal reasons, a request stating the reason therefore must be filed with the School Business Administrator.

Employees will be paid for a period not exceeding three (3) days for excused absences during any school year.

EXCUSED ABSENCES - Continued

Military Leave

Absence for military reserve training, during the contractual period of employment, not exceeding two weeks, shall be allowed with full pay.

Employees required to report to the Draft Board shall be allowed one day's absence only for such purpose, with full pay.

Absence for Jury Duty

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

Leave of Absence

Other leaves of absence, without pay or benefits, may be granted by the Board for good reasons.

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall recommence upon his return.

All extensions or renewals of leaves shall be applied for in writing.

ARTICLE XII

Employee Improvement

Section 1 In an attempt to provide the most efficient and economical work force possible, the Board agrees:

- A. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshop, training sessions, or other such sessions requested by the administration to be taken. Said employee shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day at his regular rate, when requested by the administration to take said courses.

Employees as of 6/30/79 shall also be compensated, up to 20 hours, for the time spent in actual attendance at said sessions beyond his regular working day at his regular rate, when requested by the administrator to take said courses.

This compensation for attendance at said session will be discontinued as of 6/30/81.

- B. A temporary custodian must make himself/herself eligible for a Black Seal Fireman's License within two years in order to receive permanent employment.

Custodians, as of 6/30/79, not possessing a Black Seal Fireman's License, shall qualify for the Black Seal Fireman's License by June 30th, 1981.

ARTICLE XIII

Insurance Protection

Section 1 As Follows:

- A. The Board shall provide a family dental plan that provides 100% payment of the usual and customary fees as outlined in the New Jersey Dental Plan.
- B. Basic New Jersey Dental Plan to cover employee and family.

ARTICLE XIV

Vacations

- Section 1 Each employee shall be entitled to vacation, with pay, at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is outlined in Schedule "C" attached herein.

ARTICLE XV

Holidays

- Section 1 Each employee shall be entitled to the specific holidays outlined in Schedule "D" attached herein.
- Section 2 If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.

ARTICLE XVI

Deduction From Salary

Section 1 Payroll deductions will be made for employee organizational dues, upon written authorization by the employee, in accordance with the Rules and Regulations of the State Department of Education.

ARTICLE XVII
REPRESENTATION FEE

Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e, from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with

paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Board: or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid to days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with Board before the Association has received the full amount of the representation fee to which it is entitled under this Article; the Board will deduct unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XVII

7. Safe - Harmless Provisions

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE XVIII

Printing of Agreement

Section 1 Copies of this Agreement shall be mimeographed at the expense of the Board within a reasonable time.

SCHEDULE " A "

Unit Definition

This contract to cover all employees of the Board of Education, Orange, New Jersey, in the following classifications:

- A. Custodial
- B. Maintenance
- C. Utility

SALARY ITEMS

Section 1 According to salary guide SCHEDULE "B"

Section 2 Head men to receive STIPENDS as follows:

1, 2 or 3 custodian school	\$515.00
4 custodian school	620.00
5 custodian school	725.00
above 5 custodians	125.00 per custodian

Section 3 Longevity

9th - 13th year	400.00
14th - 18th year	600.00
19th - 23rd year	800.00
24th year +	900.00

Section 4 Separation Pay

All employees covered by this agreement, after 10 years of service in the district shall be eligible for separation pay.

Each employee shall receive \$10 per day for each of accumulated sick leave up to a maximum of 100 days.

SCHEDULE "B"

SALARY GUIDES

1981-82

	<u>CUSTODIAL</u>	<u>MAINTENANCE</u>	<u>UTILITY</u>
1	11,940.	12,495.	10,730.
2	12,240.	12,895.	11,110.
3	12,540.	13,495.	11,490.
4	12,840.	14,095.	11,870.
5	13,140.	14,495.	12,250.
6	13,440.	14,895.	12,630.
7	13,765.	15,295.	13,020.
8	14,190.	15,620.	

1982-83

	<u>CUSTODIAL</u>	<u>MAINTENANCE</u>	<u>UTILITY</u>
1	13,060.	13,935.	11,595.
2	13,360.	14,335.	11,975.
3	13,660.	14,735.	12,355.
4	13,960.	15,235.	12,735.
5	14,260.	15,635.	13,115.
6	14,560.	16,035.	13,505.
7	14,885.	16,435.	13,885.
8	15,310.	16,835.	

SCHEDULE "C"

Vacation Schedule

<u>Length of Uninterrupted Service to July 1st.</u>	<u>Vacation Time</u>
0 to 1 year	1 day per month, maximum of twelve (12) working days
1 year to 15 years	3 weeks
15 years or more	4 weeks
20 years or more	4 weeks + 1 day
25 years or more	4 weeks + 2 days

SCHEDULE "D"

Holiday Schedule

Labor Day
Columbus Day
N.J.E.A. Convention Days
Thanksgiving Thursday and Friday
Christmas Vacation
Martin Luther King Day
First Monday of Mid-Winter vacation
Good Friday
Full Spring Vacation
Memorial Day
Independence Day

The above days must coincide with school calendar.